

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 104-15-4-7623-0066		PAGE 1 OF 12	
2. CONTRACT NO. NNG15SD31B		3. AWARD/EFFECTIVE DATE <i>9/25/15</i>		4. ORDER NO. VA118-15-F-0647		5. SOLICITATION NUMBER VA118-15-Q-0806	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Amanda J. Bleses, Amanda.Bleses@va.gov		b. TELEPHONE NO. (No Collect Calls) 732-795-1054		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 150 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown NJ 07724			
17a. CONTRACTOR/OFFEROR CODE I3 FEDERAL, LLC 11400 QUAILWOOD MANOR DR FAIRFAX STATION VA 22039 TELEPHONE NO. _____		FACILITY CODE DUNS: 785013215DUNS+4:		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Technology Acquisition Center Financial Services Center PO Box 149971 Austin TX 78714-8971 PHONE: _____ FAX: _____		CODE _____	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE				24. AMOUNT	
		Title: IBM FileNet P8 v5.2 Software Subscription and Technical Support Alternate POC: Debra G. Clayton Phone: 732-795-1015 Email: Debra.Clayton2@va.gov PO# 104-J55107 Quote #15495 Type of Contract: Firm Fixed Price See Section B.2 for a list of required software. The details of this order shall be delivered in accordance with the Product Description (PD) found in Section B.3 of this delivery order. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 104-36X4539-7623-199100-2324 F005C1000				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$145,415.00			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Debra G. Clayton Contracting Officer		31c. DATE SIGNED <i>9/25/15</i>	

Governing Law

Federal law and regulations, including the Federal Acquisition Regulations (FAR), shall govern this Contract/Order. Commercial license agreements may be made a part of this Contract/Order but only if both parties expressly make them an addendum hereto. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Contract/Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap), any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government's use, duplication and disclosure of data (*e.g.*, restricted computer software) are included and made a part of this Contract/Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Contract/Order; those provisions in the commercial license agreement that do not address data rights regarding the Government's use, duplication and disclosure of data shall not be included or made a part of the Contract/Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: i3 Federal
11400 Quailwood Manor Drive
Fairfax Station, Virginia 22039-2037

b. GOVERNMENT: Contracting Officer 0010B
Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, NJ 07724

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- ☐ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Upon acceptance of deliverables specified in Section

B.2 Price Schedule/Item Information

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests (the mailing address is only provided for use if any of the conditions in 852.232-70(e) apply).

Department of Veterans Affairs
Technology Acquisition Center
Financial Services Center
PO Box 149971
Austin TX 78714-8971

B.2 Price Schedule

Line Item	Part Number/Model Number	Description	Qty	Unit	Total Price
0001		Reinstatement associated with period from 8/1/15 through 9/24/15			\$24,252.50
0001	E04Y8LL	IBM Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal 9/25/15 – 7/31/16	1000	EA	\$ 78,755.63
0002	E05P3LL	IBM Content Collector for Email Auth User Value Unit Annual SW Subscription & Support Renewal 9/25/15 – 7/31/16	2500	EA	\$ 12,116.25
0003	E05NZLL	IBM Content Collector for File Sys Auth User Value Unit Annual SW Subscription & Software Renewal 9/25/15 – 7/31/16	2500	EA	\$ 6,058.12
0004	E07QPLL	IBM Content Collector for Microsoft SharePoint Authorized User Value Unit Annual SW Subscription & Support Renewal 9/25/15 – 7/31/16	2500	EA	\$ 12,116.25
0005	E052QLL	IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal 9/25/15 – 7/31/16	1000	EA	\$ 12,116.25
TOTAL					\$ 145,415.00

B.3 PRODUCT DESCRIPTION

PRODUCT DESCRIPTION



**DEPARTMENT OF VETERANS AFFAIRS
Office of Information & Technology
Financial Services Center**

IBM FileNet P8 5.2 Software Maintenance Renewal

Date: 5/8/2015

TAC-15-21950

Product Description Version Number: 1.0

PRODUCT DESCRIPTION

REQUIREMENTS: Department of Veterans Affairs (VA) Financial Services Center (FSC) requires International Business Machines (IBM) FileNet P8 v5.2 Annual Software Subscription and Technical Support (further referred to herein as IBM FileNet Software Subscription and Technical Support) for the currently licensed software in use at VA FSC. The IBM FileNet Software Subscription and Technical Support is required to maintain the software maintenance agreements for the FSC Enterprise Content Management (ECM) implementation. The Contractor shall provide all necessary software maintenance support to ensure the ECM is operational and performance is not degraded. The Contractor shall continue to provide maintenance support including patches and upgrades. The maintenance will also include access to IBM technical support portal, the ability to enter service requests, 24x7 phone support and access to IBM knowledge bases. IBM FileNet Software Subscription and Technical Support will provide access to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available.

The VA FSC Site number is 3565543.

The current VA FSC IBM FileNet Products Agreement number is 206039.

IBM FileNet Software Subscription and Technical Support is required as follows:

Description	Part no.	Quantity
IBM Case Foundation Authorized User Value Unit Annual SW Subscription & Support Renewal / E04Y8LL	E04Y8LL	1000
IBM Content Collector for Email Auth User Value Unit Annual SW Subscription & Support Renewal / E05P3LL	E05P3LL	2500
IBM Content Collector for File Sys Auth User Value Unit Annual SW Subscription & Software Renewal / E05NZLL	E05NZLL	2500
IBM Content Collector for Microsoft SharePoint Authorized User Value Unit Annual SW Subscription & Support Renewal / E07QPLL	E07QPLL	2500
IBM Enterprise Records Add-On Authorized User Value Unit Annual SW Subscription & Support Renewal / E052QLL	E052QLL	1000

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): Destination

Ship To and Mark For:

Primary: Name: Billy (William) Bonner
Address: 7600 Metropolis Drive, Building 5, Austin Texas 78744
Voice: (512) 460-5716
Email: William.Bonner@va.gov

Alternate: Name: Orentha Harris
Address: 7600 Metropolis Drive, Building 5, Austin Texas 78744
Voice: (512) 460-5422
Email: orentha.harris@va.gov

INFORMATION SECURITY CONSIDERATIONS:

The Assessment and Authorization (A&A) requirements do not apply and a Security Accreditation Package is not required.

All VA sensitive information shall be protected at all times in accordance with local security field office System Security Plans (SSP's) and Authority to Operate (ATO)'s for all systems/LAN's accessed while performing the tasks detailed in this Product Description.

POINT OF CONTACT:

VA Program Manager:

Name: Jeff Clark
Address: 7600 Metropolis Drive, Building 5, Austin Texas 78744
Voice: (512) 460-5398
Email: jeffrey.clark9@va.gov

SECTION C - CONTRACT CLAUSES

C.1 NASA SEWP V RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR), NASA FAR Supplement, and the Goddard Space Flight Center Regulation from the applicable NASA Solutions for Enterprise Wide Procurement (SEWP) V Government-Wide Acquisition Contract (GWAC), and the specific NASA SEWP V contract referenced on the SF1449 in Block 2, are hereby incorporated by reference.

The full text of any FAR and NASA SEWP V clauses which are incorporated by reference may be obtained at the following URLs:

FAR: <http://www.acquisition.gov/far/index.html>

NASA SEWP V:

http://www.sewp.nasa.gov/documents/SEWP_V_CLAUSE_LIST.pdf

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007

C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail; the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.5 VAAR 852.237.70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of []. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of clause)

C.6 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at

his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Document)